

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

MICHAEL LEON WILLIAMS,  
Plaintiff,  
v.  
DANILO SANTOS, *et al.*,  
Defendants.

Case No. 3:23-cv-00312-ART-CLB

**ORDER GRANTING  
STIPULATION TO DISMISS WITH  
PREJUDICE**

Plaintiff, Michael Leon Williams, pro se, and Defendants, Danilo Santos, Lt. William Miller, Caseworker Harris, and Officer Jacobs, by and through counsel, Aaron D. Ford, Nevada Attorney General, and Samuel L. Pezone Jr., Deputy Attorney General, hereby stipulate that the above-captioned action is dismissed with prejudice as to all claims against all Defendants pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), with each party to bear their own costs.

DATED this 3rd day of June, 2025.

DATED this 3rd day of June, 2025.

AARON D. FORD  
Attorney General

By: Michael L. Williams  
Michael Leon Williams #63077  
Plaintiff, Pro se

By: /s/ Samuel L. Pezone, Jr.  
Samuel L. Pezone, Jr. (Bar No. 15978)  
Deputy Attorney General  
Attorneys for Defendants

**IT IS SO ORDERED.**

Anne R. Traum  
Anne R. Traum  
United States District Judge

DATED: June 6, 2025

**Settlement Agreement and Full and Final Release of Claims*****Williams v. Santos, et al.*, Case No. 3:23-cv-00312-ART-CLB,*****Williams v. Adams, et al.*, Case No. 3:23-cv-00563-ART-CSD, and,*****Williams v. Hartman, et al.*, Case No. 3:23-cv-00659-ART-CLB, hereinafter referred to as:****"The Matter"**

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| <b>Plaintiff:</b><br><br><b><u>Michael Leon Williams #63077</u></b> | <b>Defendants:</b><br><br><b>Case No. 3:23-cv-00312-ART-CLB:</b><br>Danilo Santos<br>Lt. William Miller<br>Caseworker Harris<br>Officer Jacobs<br><br><b>Case No. 3:23-cv-00563-ART-CSD:</b><br>April Adams<br>Michael Flamm<br>Jesse Haines<br>Robert Hartmann<br><br><b>Case No. 3:23-cv-00659-ART-CLB:</b><br>Kristy Fonoimoana<br>Donald Hicks |
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This Settlement Agreement and Full and Final Release of Claims ("Agreement") is made and entered into by, Plaintiff Michael Leon Williams #63077 (the "Plaintiff") and the State of Nevada *ex rel.* Nevada Department of Corrections, on behalf of Defendants Danilo Santos, Lt. William Miller, Caseworker Harris, Officer Jacobs, April Adams, Michael Flamm, Jesse Haines, Robert Hartmann, Kristy Fonoimoana, and Donald Hicks (jointly referred to as "NDOC"). This Agreement is being entered into by Plaintiff and NDOC (collectively, the "Parties") because each of them have determined that resolving this Matter by way of settlement is preferable than continuing to litigate this Matter before the U.S. District Court for the District of Nevada ("Court").

Plaintiff and NDOC have agreed to resolve all claims raised in this Matter on the following terms:

1. NDOC and Plaintiff have agreed to the following non-monetary terms:
  - a. NDOC will dismiss all disciplinary charges in Offense In Custody No. 509073; and,
  - b. NDOC will dismiss all disciplinary charges in Offense In Custody No. 519265.

- 2. NDOC will not forgive Plaintiff's institutional debt.**
- 3. NDOC will pay the Plaintiff the sum of \$3,000.00 ("Settlement Amount") to be deposited into Plaintiff's NDOC Trust 2 account.**
  - a. If the Settlement Amount is listed as NONE or \$0.00, Plaintiff accepts that the Matter is being settled without Plaintiff receiving any money, and Plaintiff affirmatively acknowledges by signing below that the Matter is being settled solely for the non-monetary relief set forth in paragraph 1 and/or any debt relief listed in section 2 of this Agreement.**
  - b. If the Settlement Amount is \$500 or less, the payment will come solely from NDOC.**
  - c. If the Settlement Amount exceeds \$500.00, the Settlement Amount will be paid in two installments. NDOC will pay the first \$500 and the State of Nevada's Tort Fund will pay the remainder.**
- 4. Unless otherwise noted, the terms outlined in paragraphs 1-3 above shall be completed within thirty (30) days of this Agreement.**
- 5. In consideration of the Agreement above, the Plaintiff has signed three Stipulations to Dismiss the Matter with Prejudice at the same time as signing this Agreement. The Parties consider the Stipulations to Dismiss with Prejudice part of this Agreement.**
- 6. Within forty-five (45) days this Agreement being signed by all Parties, NDOC will file the Stipulations to Dismiss with Prejudice, or, alternatively, if the terms of the Settlement have not been completed, a Status Report. If a Status Report is filed, the Status Report must inform the Court as to what terms are yet to be completed, along with an explanation as to why they have not yet been completed and when NDOC anticipates the outstanding terms will be completed. Plaintiff shall have seven (7) days to file any objection to a Status Report filed by NDOC. Unless the Court orders otherwise, NDOC must file another Status Report within thirty (30) days of the filing of any Status Report in the case, or the Stipulations to Dismiss with Prejudice must be filed.**
- 7. If there is a delay in completing the terms of the Settlement Agreement, the Parties agree that a motion to enforce will not be filed until after the time frames described in Paragraph 6 have fully expired, but also agree that such Motion be filed within seven (7) days following the expiration of the timelines in Paragraph 6.**
- 8. This Agreement represents a mutual release of all claims related to or arising out of this Matter, or any facts pertinent to or underlying this Matter. The Plaintiff and NDOC understand that they are entering into a comprehensive settlement that is meant to represent a complete release of all claims related to the Matter. This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.**

9. Plaintiff understands that the Dismissal of this Matter applies to: (a) all claims that were or could have been raised; and (b) all Defendants that were or could have been named in the Matter, whether those Defendants are current or former employees of the State of Nevada or NDOC.
10. Plaintiff understands that by entering this Agreement, neither NDOC nor any of the individually named defendants are making any admission of liability for the claims raised in the Matter.
11. Plaintiff understands that he is not entitled to any other payments, including but not limited to attorney fees and costs, filing fees, copy costs or postage.
12. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. Should any court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The Parties acknowledge that the Agreement has been drafted by both Parties and therefore any ambiguity in the Agreement will not be construed in favor or against either Party.
13. Plaintiff and NDOC understand the Court retains jurisdiction over the Matter for purposes of enforcing this Settlement Agreement only until the Stipulations to Dismiss with Prejudice is granted. Once the Court has granted the Stipulations to Dismiss with Prejudice, the case is dismissed, the Court will no longer have jurisdiction over this case.

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| <b>Plaintiff:</b><br><br>By: <u>Michael L. Williams</u><br>Name: Michael Leon Williams #63077<br>Date: June 3, 2025 | <b>On behalf of NDOC:</b><br><br>By: <u>Benu Clark</u><br>Name: Benu Clark<br>Title: Associate Warden of NNCC<br>Date: June 3, 2025 |
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